

CITATION: *Baking and Pastrycooking (Retail Stores) Award - Northern Division 2003*  
*Reprint of Award - 10 December 2009*  
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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999* - s. 698 - reprint of award

**BAKING AND PASTRYCOOKING (RETAIL STORES) AWARD - NORTHERN DIVISION 2003**

Pursuant to s. 698 of the *Industrial Relations Act 1999*, the Baking and Pastrycooking (Retail Stores) Award - Northern Division 2003 with all amendments as at 10 December 2009, is hereby reprinted.

I hereby certify that the Award contained herein is a true and correct copy of the Baking and Pastrycooking (Retail Stores) Award - Northern Division 2003 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill  
Industrial Registrar

**BAKING AND PASTRYCOOKING (RETAIL STORES) AWARD - NORTHERN DIVISION 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Baking and Pastrycooking (Retail Stores) Award - Northern Division 2003.

**1.2 Arrangement**

Subject Matter	Clause No.
<b>PART 1 - APPLICATION AND OPERATION</b>	
Title	1.1
Arrangement	1.2
Operation of Award	1.3
Application of Award	1.4
Definitions	1.5
Area of operation	1.6
Parties bound	1.7
<b>PART 2 - FLEXIBILITY</b>	
Enterprise flexibility	2.1
<b>PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION</b>	
Grievance and dispute settling procedures	3.1
<b>PART 4 - EMPLOYER AND EMPLOYEE'S DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS</b>	
Contract of employment	4.1
Part-time employment	4.2
Casual employment	4.3
Flexibility of work	4.4
Trainees	4.5
Juniors	4.6
Anti-discrimination	4.7
Termination of employment	4.8
Introduction of changes	4.9
Redundancy	4.10

Subject Matter	Clause No.
Continuity of service - transfer of calling	4.11
<b>PART 5 - WAGES AND WAGE RELATED MATTERS</b>	
Definition of classifications	5.1
Wage rates	5.2
Payment of wages	5.3
Allowances	5.4
Superannuation	5.5
<b>PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK</b>	
Hours of work	6.1
Rostering provision to apply to all employees	6.2
Method of working 38 hour week	6.3
Meal breaks and allowances	6.4
Rest pauses	6.5
Overtime	6.6
<b>PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS</b>	
Annual leave	7.1
Sick leave	7.2
Bereavement leave	7.3
Long service leave	7.4
Family leave	7.5
Public holidays	7.6
Jury service	7.7
<b>PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK</b>	
No provisions inserted in this Award relevant to this Part.	
<b>PART 9 - TRAINING AND RELATED MATTERS</b>	
Commitment to training and careers	9.1
<b>PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES</b>	
No provisions inserted in this Award relevant to this Part.	
<b>PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS</b>	
Right of entry	11.1
Time and wages record	11.2
Union encouragement	11.3

### **1.3 Operation of award**

This Award takes effect from 16 June 2003.

### **1.4 Application of award**

This Award shall apply to all employees for whom classifications are provided herein, employed in Baking and Pastrycooking sections operated in association with retail department or chain store, and to their employers who are members of the Retailers' Association of Queensland Limited, Union of Employers, within the Northern Division of the State of Queensland.

This Award, with the exception of clauses 5.4, 3.1, 7.1, 7.2 and 7.5 shall not apply to employees in receipt of a weekly wage which is equal or greater than 125% of the rate prescribed in this Award for a senior bread and pastry room staff, except in calculating the proportion of juniors. This amount shall be exclusive of bonuses.

### **1.5 Definitions**

1.5.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.

- 1.5.2 "Commission" means the Queensland Industrial Relations Commission.
- 1.5.3 "Ovensman" means a pastrycook who is principally responsible for the baking of cakes, pastry goods, or yeast raised goods by means of controlling the time of baking and the heat of the ovens.
- 1.5.4 "Single Hand Pastrycook" means an employee who is the only pastrycook employed in any place where cakes, pastry and/or yeast raised goods are manufactured.
- 1.5.5 "Single Hand Baker" means an operative baker who is the only person, other than an apprentice employed in a bakehouse or bread factory in the manufacture of bread.
- 1.5.6 "Union" means The Australian Workers' Union of Employees, Queensland.

## **1.6 Area of operation**

For the purposes of this Award, the Divisions and Districts are as follows:

### *1.6.1 Divisions*

Northern Division - That portion of the State along or north of a line commencing at the junction of the sea coast with the 21st parallel of south latitude; from that latitude due west to 147 degrees of east longitude; from that longitude due south to 22 degrees 30 minutes of south latitude; from that latitude due west to the western border of the State.

### *1.6.2 Districts*

(a) Northern Division:

Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.

Western District - The remainder of the Northern Division.

## **1.7 Parties bound**

This Award is legally binding upon the employees as prescribed by 1.4 and their employers, and The Australian Workers' Union of Employees, Queensland and its members.

## **PART 2 - FLEXIBILITY**

### **2.1 Enterprise flexibility**

- 2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- 2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to 2.1.1. Union delegates at the place of work may be involved in such discussions.
- 2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

## **PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **3.1 Grievance and dispute settling procedures**

The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and an employer in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Such procedures shall apply to a single employee or to any number of employees.

- 3.1.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.

- 3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.1.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.1.5.
- 3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.1.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.
- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.1.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

## **PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

### **4.1 Contract of employment**

- 4.1.1 Employees covered by this Award shall be advised in writing of their employment category upon appointment.

Employment categories are:

- (a) full-time;
- (b) part-time (as defined); or
- (c) casual (as defined).

### **4.2 Part-time employment**

- 4.2.1 "Part-time employee" means an employee who is engaged as such and who is employed for not less than 15 hours per week and not more than 32 hours per week.

- 4.2.2 *Part-time employees (as defined)* - Employees may be engaged as part-time workers as auxiliary to the present staff of full-time employees subject to the following conditions:

- (a) The hourly rate of wages for part-time employees shall be 1/38th of the appropriate weekly wage.
- (b) Part-time employees shall be entitled to *pro rata* holiday pay, sick leave, long service leave, and all holidays as mentioned in Part 7 of this Award.

### **4.3 Casual employment**

- 4.3.1 "Casual employee" means any employee engaged as such and who is employed for not more than 30 hours in any one week.
- 4.3.2 *Casual employees (as defined)* - The hourly rate of wages for casual employees shall be 1/38th of the appropriate weekly wage plus a loading of 23%.
- 4.3.3 Except as otherwise specifically provided for in this Award a casual employee shall be provided with a minimum payment of 3 hours for any day:

Provided that casual employees may be engaged for a minimum of 2 hours per week in the first 2 weeks of employment for the purpose of training.

#### **4.4 Flexibility of work**

Employees within each classification are to perform a wider range of duties including work, which is incidental or peripheral to their main tasks or functions.

#### **4.5 Trainees**

Trainees are engaged under this Award, except as amended from time to time by the Order for *Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities)*.

#### **4.6 Juniors**

"Junior employee" means an employee who is under 21 years of age but shall not include apprentices.

#### **4.7 Anti-discrimination**

4.7.1 It is the intention of the parties to this Award to prevent and eliminate discrimination as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time, which includes:

- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of the above attributes;
- (b) sexual harassment; and
- (c) racial and religious vilification.

4.7.2 Accordingly in fulfilling their obligations under the grievance and disputes settling procedure in clause 3.1, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.7.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

4.7.4 Nothing in 4.7 is to be taken to affect:

- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*; or
- (b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

#### **4.8 Termination of employment**

##### *4.8.1 Statement of employment*

An employer shall, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

##### *4.8.2 Termination by employer*

- (a) An employer may dismiss an employee only if the employee has been given the following notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least two years' continuous service with the employer shall be entitled to an additional week's notice.
- (c) Payment in lieu of notice shall be made if the appropriate notice is not given:
- Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
- (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.
- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

#### 4.8.3 *Notice of termination by employee*

The notice of termination required to be given by an employee shall be one week. If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under clause 4.8.2(d) for a period of notice of one week.

#### 4.8.4 *Time off during notice period*

During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the employer.

### **4.9 Introduction of changes**

#### 4.9.1 *Employer's duty to notify*

- (a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.
- (b) 'Significant effects' includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

#### 4.9.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.9.1.

- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

#### **4.10 Redundancy**

##### *4.10.1 Consultation before terminations*

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.10.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects on the employees concerned.
- (a) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

##### *4.10.2 Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.10.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.8.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
- (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.

##### *4.10.3 Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmitter) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmitter of the business, becomes an employee of the transmittee:
- (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.10.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

##### *4.10.4 Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.10.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### 4.10.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.10.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

#### 4.10.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.8.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.10.1(a), shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

- (b) 'Weeks' Pay' means the ordinary time rate of pay for the employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

#### 4.10.7 *Superannuation benefits*

An employer may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:

- (a) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.

#### 4.10.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.10.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

#### 4.10.9 *Alternative employment*

An employer, in a particular case, may make application to the Commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

#### 4.10.10 *Employees with less than one year's service*



Clause 4.10 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

#### 4.10.11 *Employees exempted*

Clause 4.10 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to employees engaged for a specific period or task(s); or
- (c) to casual employees

#### 4.10.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.10 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A 'company' shall be defined as:
  - (i) a company and the entities it controls; or
  - (ii) a company and its related company or related companies; or
  - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

#### 4.10.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.10.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
  - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
  - (ii) where the employee rejects an offer of employment with the transmittee:
    - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
    - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.10.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.10.14 *Incapacity to pay*

An employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription amended on the basis of the employer's incapacity to pay.

### **4.11 Continuity of service - transfer of calling**

In cases where a transfer of calling occurs, continuity of service should be determined in accordance with sections 67-71 of the Act as amended from time to time.

## **PART 5 - WAGES AND WAGE RELATED MATTERS**

### **5.1 Definition of classifications**

- 5.1.1 "Qualified Pastrycook" means an employee who has completed an apprenticeship or who has an equivalent qualification and who exercises the skills of the trade in making cake, pastry goods or yeast raised products, by formulating, preparing and checking the mixes or doughs and/or the baking of such products.
- 5.1.2 "Pastrycook" means an employee who has not completed an apprenticeship, or who has not obtained an equivalent qualification, but who is employed on pastrycook's work and is not competent to exercise all of the skills of the pastrycooking trade:
- Provided that this definition shall not be deemed to include employees principally employed in attending machines.
- 5.1.3 "Decorator" means an employee who has been trained and is competent to complete decorations on wedding, birthday, and special occasion cakes, individually made, and is principally employed on this work.
- 5.1.4 "Cake Decorator" means an employee who is trained, competent and is engaged to decorate birthday, wedding and special occasion cakes in creams and mixtures other than royal icing.
- 5.1.5 "Bread and Pastry Room Staff" means employees who are engaged in the slicing, wrapping and packing of bread and/or cakes and/or pastry goods and the racking of bread and/or cakes and/or pastry goods into loads and assemble orders and to the service of customers, and all other tasks relating to the preparation, production and sale of bread, cake and pastry goods not hereinbefore specified.
- 5.1.6 "Operative Baker" means an employee who is responsible for the formulating, preparing and evolving of doughmaking records and/or the supervision or doughmaking processes and/or setting and regulating the speed and temperature of mechanical ovens and/or hand fashioning and finishing loaves of bread for at least 60% of their time.

## 5.2 Wage rates

The minimum rates of wages payable to the following classes of employees shall be:

Classification	Award Rate Per Week \$
5.2.1 <i>Adults (Northern Division, Eastern District)</i>	
Qualified Pastrycook	645.05
Operative Baker	645.05
Cake Decorators	622.15
Bread and Pastry Room Staff	612.25

NOTE: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

- 5.2.2 *Juniors* - Junior rates shall be calculated in multiples of 10 cents with any result of 5 cents or more being taken to the next highest 10 cent multiple:

Years of Age	Percentage of minimum adult rate for the respective district %
Under 16 years	45
16 and under 17 years	50
17 and under 18 years	55
18 and under 19 years	65
19 and under 20 years	75
20 and under 21 years	85

And thereafter at the appropriate rate of pay prescribed for adults.

### **5.3 Payment of wages**

5.3.1 Payment of wages, overtime and allowances may be made on any day in each pay cycle. Payment may be made by cash or electronic funds transfer:

Provided such payment to casual employees shall be on the basis of actual hours worked in each week or fortnight:

Provided further such payment to weekly and part-time employees may relate to the average number of ordinary hours in accordance with a roster system.

Provided that the employer shall stipulate the completion date for each pay cycle which shall be the same day for each pay cycle.

5.3.2 Where an employee is paid in cash, payment for work performed during such pay cycle shall be made not later than 2 days after the completion of the stipulated pay cycle:

Provided further that where the employer elects to pay by electronic funds transfer (EFT) payment to employees for work performed during such pay cycle shall be made not later than 3 days after the completion of the stipulated pay cycle.

5.3.3 The employer may elect to convert to a fortnightly payment system either by paying one week in advance or, at the election of an existing employee, to a fortnightly pay without one week in advance. If the employee does not so elect the first fortnightly pay thereafter shall include one week's pay in advance, with that additional week's pay able to be phased out progressively over a maximum period of 5 months, at the rate of one day after each completed month.

5.3.4 Employers shall have the authority to deduct from any monies due to the employee, any outstanding pre-payments, in circumstances where for any reason an employment relationship is terminated in the interim.

5.3.5 An employer shall not charge a sum against, nor deduct any sum from the wages of an employee in respect of any shortage in the amount charged by an employee, or in respect of an employee giving too much change, or (except in the case of wilful destruction) in respect of any breakages by an employee.

### **5.4 Allowances**

5.4.1 *Western District Allowance* - Western District Allowance is \$2.20 seniors, and \$1.10 juniors in addition to the Eastern Districts rates.

5.4.2 *Allowances and extra rate - Bakers and Pastrycooks early start allowance* - Where an employee is required to commence their ordinary hours of work prior to 3 a.m. they shall be paid a loading of 12 1/2% of the appropriate rate of pay for all time so worked, for all the ordinary rostered hours worked on that day:

Provided further employees required to commence their ordinary hours of work prior to 3 a.m. on Saturday shall be paid at the rate of the ordinary weekly hourly rate plus 37 1/2%.

5.4.3 *Uniforms*

In any establishment where employees are ordered or required by the employer to wear any special uniform, dress or frock such special uniform, dress or frock shall be supplied and laundered free by the employer and shall remain the property of the employer:

Provided that where it is mutually agreed that the laundering shall be done by the employee a laundry allowance of \$2.35 per week (or 47 cents per day in the case of part-time employees) shall be paid:

Provided further that in any establishment where a uniform is provided by the employer and where the employer insists that the uniform be not worn outside the premises during lunch hours, the employee shall be permitted to change out of and into the uniform in the employer's time.

### **5.5 Superannuation**

5.5.1 *Application* - In addition to the rates of pay prescribed by this Award, eligible employees, as defined in clause 5.5.3(a), shall be entitled to occupational superannuation benefits, subject to the provisions of clause 5.5.

5.5.2 *Contributions*

Amount - As from 1 January 2005 every employer shall contribute on behalf of each eligible employee an amount calculated at 9% of the employee's ordinary time earnings, into an approved fund, as defined in this clause. Each such payment of contributions shall be rounded off to the nearest ten (10) cents:

Provided that where an employee is absent and is receiving by way of workers' compensation an amount of money no less than the award rate of pay the contribution shall be calculated at 3%.

#### 5.5.3 *Definitions*

(a) "Eligible employee" means all:

- (i) full-time and adult part-time employees; and
- (ii) adult casual employees regularly working 12 hours per week or more;

where the employee has had 6 months service including regular working in terms of clause 5.5.3(a)(ii) which averages 12 hours per week or more, in the employment of the employer.

Contributions are payable in accordance with clause 5.5.2 upon attainment of the qualifying period but are not retrospective.

(b) "Ordinary time earnings" means the actual ordinary rate of pay the employee receives for the ordinary hours of work performed and includes supervisory allowances. Overtime, holiday penalty rates, laundry, disability allowances, fares and travelling time and other extraneous payments including bonuses and commission are not included in the calculation of ordinary time earnings.

#### 5.5.4 *For the purposes of this Award, an approved fund means*

- (a) Sunsuper;
- (b) Retail Employees Superannuation Trust (REST);
- (c) such other scheme or fund as may be agreed upon between an employer and the Union and recorded in an approved Industrial Agreement;
- (d) in relation to any particular employer, any other scheme or fund to which that employer was already making superannuation contributions on behalf of the employees as at 20 February 1989 and which is approved under the relevant Commonwealth legislation;
- (e) Coles Myer Employees Benefit Fund (CMEBF).

Provided that in the event of any dispute as to whether a Scheme or Fund satisfies the requirements of clause 5.5, the onus of proof shall rest with the employer.

#### 5.5.5 *Freedom of choice* - Except as otherwise provided herein, no employer shall be required to make contributions into more than one fund at any time:

Provided that employees, including those in existing schemes or funds covered by clause 5.5.4(d) shall have the right to choose to have contributions specified in clause 5.5.2 paid into any scheme or fund provided for in clause 5.6.4 as decided by a majority of employees to whom these provisions apply.

#### 5.5.6 *Cessation of contributions* - An employer shall not be required to make any further contributions to a scheme or fund in accordance with the provisions thereof.

Only those established schemes or funds to which a particular employer party to this Award was actually making genuine contributions on behalf of the employees concerned as at 20 February 1989, shall be recognised under clause 5.5.4(d). The making of contributions subsequent to 20 February 1989 but on a retrospective basis, in respect of any period up to and including 20 February 1989, shall not under any circumstances, bring a scheme or fund within the meaning of clause 5.5.4(d).

#### 5.5.7 *No other deductions* - No additional amounts shall be paid by the employer for the establishment, administration, management or any other charges in connection with the scheme or fund apart from remission of contributions on a monthly basis.

#### 5.5.8 *Exemptions*

- (a) An employer may apply to the Commission for exemption from the provisions of clause 5.5 on the grounds of:
  - (i) incapacity to pay the costs associated with its implementation; or
  - (ii) special or compelling circumstances peculiar to the business.
- (b) An employer may apply to the Commission for relief from the specification of funds listed in clause 5.5.4 where employees working under this Award are a distinct minority within their workforce and/or an undue multiplicity of funds would otherwise result.

## **PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK**

### **6.1 Hours of work**

#### *6.1.1 Bread Bakers and Pastrycooks*

- (a) Except as hereinafter provided, the ordinary working hours shall be worked continuously, excluding meal breaks, and shall not exceed 8 in any one day and shall not exceed an average of 38 hours per week, and shall be worked on no more than 5 consecutive days of the week, Monday to Sunday inclusive.
- (b) Where ordinary working hours of employees are worked in accordance with a roster, a copy of the roster shall be exhibited in a conspicuous place easily accessible to all employees. Rostered starting and ceasing times shall not be altered, except in emergencies, without 7 days' prior notice:

Provided that the Union shall be notified in such cases of emergency. Where such notice has not been given all hours worked outside of the roster, until clause 6.1.1(b) has been complied with, shall be deemed overtime and paid accordingly.
- (c) By agreement between the majority of employees concerned and the employer, the ordinary daily working hours may be increased from 8 to 10 for full-time employees. Where a full-time employee is rostered to work more than 18 ordinary hours on 2 days in a week, the employee's ordinary weekly working hours shall be rostered over not more than 4 days and the 3 days off duty shall be consecutive, unless agreed otherwise in writing between the employer and the employee.

#### *6.1.2 All other employees*

- (a) Except as hereinafter provided the ordinary hours of work of all employees, other than Bakers and Pastrycooks shall be the same as those applying to Shop Assistants in pursuance of the Retail Industry Interim Award - State:

Provided employees may commence their ordinary hours from 5.00 a.m. Monday to Sunday.
- (b) All employees, other than casuals, who were employed prior to 8 July 1991 shall be paid in addition to their ordinary rates of pay a loading of 25% for work in the spread of ordinary hours, between 5.00 a.m. and 7.00 a.m. Monday to Friday.

Full-time, part-time and casual employees who were employed prior to 8 July 1991 and who work ordinary hours between the hours of 5.00 a.m. and 7.00 a.m. on a Saturday, shall be paid at the rate of time and one-half of the ordinary weekly hourly rate:

Provided full-time and part-time employees (other than casuals) engaged after 8 July 1991 shall be paid in addition to their ordinary rates of pay a loading of 25% for work in the spread of ordinary hours from 5.00 a.m. on a Saturday.

### **6.2 Rostering provision to apply to all employees**

Each full-time employee shall be worked so that the maximum number of hours that shall constitute an ordinary week's work and shall not exceed on average 30 hours per week and may be worked in any one of the following forms:

- (a) 38 hours in one week;
- (b) 76 hours in 2 consecutive weeks;
- (c) 114 hours in 3 consecutive weeks;
- (d) 152 hours in 4 consecutive weeks;

and except as hereinafter provided shall be worked on not more than 5 days in the week.

### **6.3 Method of working 38 hour week**

The hours in clause 6.2 shall be worked within the range of prescribed ordinary hours on one of the following bases at the discretion of the employer:

6.3.1 (a) not more than 19 days in each 4 week cycle with either fixed or rotating day off:

Provided that by mutual agreement between the employer and employee opportunity will exist for an accumulating day off in a 4 week work cycle, with a maximum of 5 days being accumulated in cycles;

(b) a shorter working day of not more than 4 continuous hours work in ordinary time on one day in each 2 week work cycle;

(c) a shorter working day of not more than 6 continuous hours in ordinary time on one day in each week; or

(d) a shorter working day of not more than 7.6 hours work in ordinary time:

(i) in a shop employing on a regular basis 9 or less employees per week (other than *bona fide* partners);

(ii) by mutual agreement with an employee:

Provided further that broken shifts shall not be worked.

6.3.2 With the exception of Bakers and Pastrycooks when a short day is to be worked in accordance with clause 6.3.1(b), the 4 hour ordinary work period shall either conclude by 12.30 p.m. or not commence until 12 noon unless there is express and mutual agreement between the employer and individual employee to do otherwise:

Provided that the roster of employees other than tradespersons shall be the same as operated under the relevant Retail Industry Interim Award - State applicable to the establishment in which the employees work.1

#### **6.3.3 Late night work**

(a) All time worked by a weekly or part-time employee bound by clause 6.3 after 6.00 p.m. as part of their ordinary working week on the permitted day for late night trading shall be paid at the rate of quarter time in addition to the ordinary weekly wage or proportion thereof.

(b) On the permitted day for late night trading any weekly employee who works more than 8 1/2 hours as part of their ordinary working week and any part-time employee required to work overtime in excess of 30 minutes shall, if required to continue such work in ordinary hours or overtime hours (as the case may be) beyond 6.45 p.m. be paid a meal allowance of \$9.60.

#### **6.3.4 Saturday work**

Notwithstanding the provisions of clause 6.3, all employees, other than casuals, shall be paid in addition to their ordinary rates of pay a loading of 25% for work in the spread of ordinary weekly hours which may be required to be performed on Saturday.

#### **6.3.5 Sunday work**

All ordinary time worked by all employees on a Sunday shall be paid for at the rate of double time.

6.3.6 Weekly employees may be rostered to work ordinary hours on 6 days in one week and 4 days in the following week. Employees working on 6 consecutive days shall be allowed 2 consecutive days off.

### **6.4 Meal breaks and allowances**

6.4.1 Except as hereinafter provided every employee shall be allowed a meal break of not less 30 minutes nor more than one hour between the 4th and 6th hours of their shift work:

Provided that where an employee is required to work through their meal break, such time shall be deemed to be overtime and shall be paid for at the rate of double time and such double time shall continue to be paid until such time as the employee is allowed a 30 minutes paid crib break or ceases work for the day.

6.4.2 When an employee is required to work overtime for a period in excess of one hour after the ceasing time of their ordinary hours on any day such employee shall be entitled to an unpaid meal break of not less than 30 minutes and a sum of not less than \$9.60 as meal money:

Provided employees may elect to forego the said 30 minute meal break in circumstances where overtime does not exceed 2 hours.

6.4.3 When an employee is required to work overtime for a period in excess of one hour after the ceasing time of their ordinary hours on any day such employee shall be entitled to an unpaid meal break of not less than 30 minutes and a sum of not less than \$9.60 as meal money. Clause 6.4.3 shall only apply to part-time and casual employees who work at least 4 ordinary hours and who work in excess of 2 hours overtime in any one day:

Provided employees may elect to forego the said 30 minute meal break in circumstances where overtime does not exceed 2 hours. If an employee so elects they shall also forego the sum of not less than \$9.60 as meal money.

## **6.5 Rest pauses**

6.5.1 *All employees* - Weekly, part-time and casual employees who work a minimum of 4 consecutive ordinary hours, but less than 7.6 consecutive ordinary hours on any one day shall receive a rest pause of 10 minutes' duration. Employees who work a minimum of 7.6 consecutive ordinary hours (excluding the meal break) on any one day shall receive a rest pause of 10 minutes' duration in the first half and the second half of the period worked.

6.5.2 Rest pauses shall be taken in the employer's time.

6.5.3 Rest pauses shall be taken at times to suit the convenience of the employer and so as not to interfere with the continuity of work where continuity, in the opinion of the employer, is necessary.

## **6.6 Overtime**

6.6.1 All time worked in excess of or outside of the ordinary working hours as prescribed in clause 6.1 or outside of the usual commencing and ceasing times shall be deemed to be overtime and shall be paid for in accordance with the rates prescribed by clause 6.6.

6.6.2 Except as hereinafter prescribed, overtime shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter on any one day.

6.6.3 All overtime worked on Sunday shall be paid for at the rate of double time.

## **PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **7.1 Annual leave**

7.1.1 Every employee (other than a casual employee) covered by this Award shall at the end of each year of their employment be entitled to annual leave on full pay of 4 weeks.

7.1.2 *Rostered day off arising from the implementation of 38 hour week* - An employee shall not derive any additional benefit for rostered days off falling within a period of annual leave.

Further an employee is only entitled to a maximum of 12 rostered days off in any 12 month period of employment except in the employees first year with the employer when annual leave is not taken for one year (52 weeks). In these circumstances a maximum of 13 rostered days off may accrue in the 12 month period.

7.1.3 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.4) shall be paid for the employer in advance.

In the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate in excess of the ordinary rate payable under this Award at the excess rate; and

In every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Award.

If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall forthwith pay the employee in addition to all other amounts due to them, their pay,

calculated in accordance with clause 7.1.4, for 4 weeks and also their ordinary hours pay for any public holiday occurring during such period of 4 weeks.

If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due to them an amount equal to 1/12th of their pay for the period of their employment, calculated in accordance with clause 7.1.4.

If any public holiday mentioned in clause 7.6 shall occur during such annual leave then the period of annual leave shall be extended by one day for each holiday so occurring except when such holiday is observed on the weekly half-holiday in which case the period of annual leave shall be extended by one half-day.

**7.1.4 Calculation of annual leave pay** - In respect to annual leave entitlements to which clause 7.1 applies, annual leave pay (including any proportionate payments) shall be calculated as follows;

- (a) Leading hands - Subject to clause 7.1.4(b) leading hand allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the wages to be paid to employees during annual leave.
- (b) All Employees - Subject to the provisions of clause 7.1.4(c), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
  - (i) The employee's ordinary wage rate as prescribed by the Award for the period of the annual leave (excluding week-end penalty rates);
  - (ii) Leading hand allowances or amounts of a like nature;
  - (iii) A further amount calculated at the rate of 171/2% of the amounts referred to in clauses 7.1.4(b)(i) and 7.1.4(b)(ii).
- (c) The provisions of clause 7.1.4(b) shall not apply to the following:
  - (i) Any period or periods of annual leave exceeding: 4 weeks
  - (ii) Employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

**7.1.5** Reasonable notice of the commencement of annual leave shall be given to the employee.

**7.1.6** Except as hereinbefore provided, it shall not be lawful for the employer to give or for the employee to receive payment in lieu of annual leave.

## **7.2 Sick leave**

### **7.2.1 Entitlement**

- (a) Every employee, except casuals and school-based apprentices and trainees, is entitled to 60.8 hours' sick leave for each completed year of their employment with their employer:

Provided that part-time employees accrue sick leave on a proportional basis.
- (b) This entitlement will accrue at the rate of 7.6 hours' sick leave for each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the number of hours which would have been worked by the employee if the employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

### **7.2.2 Employee must give notice**

The payment of sick leave is subject to the employee promptly advising the employer of the employee's absence and its expected duration.

### **7.2.3 Evidence supporting a claim**



When the employee's absence is for more than 2 days the employee is required to give the employer a doctor's certificate, or other reasonably acceptable evidence, about the nature and approximate duration of the illness.

#### 7.2.4 *Accumulated sick leave*

An employee's accumulated sick leave entitlements are preserved when:

- (a) The employee is absent from work on unpaid leave granted by the employer;
- (b) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months;
- (c) The employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.

The employee accumulates sick leave entitlements whilst absent from work on paid leave granted by the employer.

#### 7.2.5 *Workers' compensation*

Where an employee is in receipt of workers' compensation, the employee is not entitled to payment of sick leave.

### **7.3 Bereavement leave**

#### 7.3.1 *Full-time and part-time employees*

Full-time and part-time employees shall, on the death of a member of their immediate family or household in Australia, be entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of the employer.

#### 7.3.2 *Long-term casual employees*

- (a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least one year immediately before the employee seeks to access an entitlement under clause 7.3.2.

#### 7.3.3 "Immediate family" includes:

- (a) A spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and
- (b) A child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

#### 7.3.4 *Unpaid leave*

An employee with the consent of the employer, may apply for unpaid leave when a member of the employee's immediate family or household in Australia dies and the period of bereavement leave entitlement provided above is insufficient.

7.3.5 Provided the employee shall be entitled to a maximum of 2 days leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside Australia of an employee's spouse, father or mother, and where such employee travels outside of Australia to attend the funeral.

### **7.4 Long service leave**

All employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3, sections 42-58 of the Act as amended from time to time.

### **7.5 Family leave**

The provisions of the Family Leave Award apply to and are deemed to form part of this Award.

7.5.1 It is to be noted that:

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award;
- (b) a copy of the Family Leave Award is required to be displayed in accordance with section 697 of the Act.

7.5.2 The Family Leave Award also provides for the terms and conditions of leave associated with:

- (a) Maternity leave
- (b) Parental leave
- (c) Adoption leave
- (d) Special responsibility leave for the care and support of the employee's immediate family or household.

## **7.6 Public holidays**

7.6.1 All work done by any employee on:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

will be paid for at the rate of double time and a-half with a minimum of 4 hours.

### *7.6.2 Labour Day*

All employees covered by this Award are entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee will be paid a full day's wage for that day and in addition a payment for the time actually worked by the employee at one and a-half times the ordinary time rate of pay prescribed for such work with a minimum of 4 hours.

### *7.6.3 Annual show*

All work done by employees in a district specified from time to time by the Minister by notification published in the *Industrial Gazette* on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification of such district will be paid for at the rate of double time and a-half with a minimum of 4 hours.

### *7.6.4 Double time and a-half*

For the purposes of clause 7.6, where the rate of wages is a weekly rate, "double time and a-half" means one and one half days' wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day:

Provided that where a full-time or part-time employee is not required to work on a public holiday, such employee should be paid for such holiday for the ordinary hours the employee would normally have worked on such day if that day had not been a holiday, and should not be required to work additional hours on any of the remaining days of that week without payment of overtime rates.

### *7.6.5 Stand down*

Any and every employee who, having been dismissed or stood down by their employer during the month of December in any year, shall be re-employed by that employer at any time before the end of the month of January in the next succeeding year shall, if that employee shall have been employed by that employer for a continuous period of 2 weeks or longer immediately prior to being so dismissed or stood down, be entitled to be paid and shall be paid by their employer (at the ordinary rate payable to that employee when so dismissed or stood down) for any one or more of the following holidays, namely Christmas Day, Boxing Day, and the first day of January occurring during the period on and from the date of their dismissal or standing down to and including the date of their re-employment as aforesaid.

7.6.6 When an employee, who works to a roster which provides for ordinary working hours on Monday to Saturdays, is rostered off duty on any Monday or Saturday upon which any of the holidays mentioned in clause 7.6 occur, they shall be paid in one of the following methods:

Payment of an additional amount of wages at ordinary rates equivalent to the usual number of hours they work on a Monday or Saturday;

Another day may be allowed off with pay to the employee within 28 days after the holiday falls:

Provided that in a shop where the rostered day off is neither a Monday nor a Saturday any employee rostered off duty on any such day being a public holiday shall be paid in one of the following methods:

(a) Payment of an equivalent amount of pay for the maximum number of hours of ordinary time which the employee works on that day of week when rostered on for duty;

(b) Another day may be allowed off with pay to the employee within 28 days after the holiday falls.

## **7.7 Jury service**

(a) An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

(b) Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

(c) Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

(d) If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

(e) "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

## **PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK**

No provisions inserted in this Award relevant to this Part.

## **PART 9 - TRAINING AND RELATED MATTERS**

### **9.1 Commitment to training and careers**

9.1.1 The parties acknowledge that varying degrees of training are provided to employees in the retail industry both via internal, on-the-job and through external training providers.

9.1.2 The parties commit themselves to continuing such training as is regarded by them as appropriate and improving training in cases where this is required.

9.1.3 It is agreed that the parties will co-operate in ensuring that appropriate training is available for all employees in the retail industry and the parties agree to co-operate in ensuring that appropriate training is available for all employees in the retail industry and the parties agreed to co-operate in encouraging both employers and employees to avail themselves of the benefits to both from such training.

9.1.4 The parties agree to continue discussions on issues raised by the Union relating to training.

9.1.5 The parties are committed to encouraging young people to view the retail industry as one which has the capacity to provide them with an interesting career as they progress not only through junior ranks but also as adults.

## **PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES**

No provisions inserted in this Award relevant to this Part.

## **PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS**

### **Preamble**

Clauses 11.1 and 11.2 replicate legislative provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to sections 366, 372 and 373 of the Act as amended from time to time.

### **11.1 Right of entry**

#### *11.1.1 Authorised industrial officer*

- (a) An "Authorised industrial officer" is any Union official holding a current authority issued by the Industrial Registrar.
- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the Union.

#### *11.1.2 Entry procedure*

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
  - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
  - (ii) shows their authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

#### *11.1.3 Inspection of records*

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
  - (i) is ineligible to become a member of the Union; or
  - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
  - (iii) has made a written request to the employer that the employee does not want that employee's record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

#### *11.1.4 Discussions with employees*

An authorised industrial officer is entitled to discuss with the employer, or a member or employee eligible to become a member of the Union:

- (a) matters under the Act during working or non-working time; and

- (b) any other matter with a member or employee eligible to become a member of the Union, during non-working time.

#### 11.1.5 *Conduct*

An authorised industrial officer must not unreasonably interfere with the performance of work in exercising a right of entry.

### **11.2 Time and wages record**

11.2.1 An employer must keep, at the place of work in Queensland, a time and wages record that contains the following particulars for each pay period for each employee, including apprentices and trainees:

- (a) the employee's Award classification;
- (b) the employer's full name;
- (c) the name of the Award under which the employee is working;
- (d) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;
- (e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;
- (f) the gross and net wages paid to the employee;
- (g) details of any deductions made from the wages; and
- (h) contributions made by the employer to a superannuation fund.

11.2.2 The time and wages record must also contain:

- (a) the employee's full name and address;
- (b) the employee's date of birth;
- (c) details of sick leave credited or approved, and sick leave payments to the employee;
- (d) the date when the employee became an employee of the employer;
- (e) if appropriate, the date when the employee ceased employment with the employer; and
- (f) if a casual employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's business hours by an inspector of the Department of Industrial Relations, in accordance with section 371 of the Act or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

### **11.3 Union encouragement**

#### **Preamble.**

Clause 11.3 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of the Union.

#### 11.3.1 *Documentation to be provided by employer*

At the point of engagement, the employer shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the Premises of the employer in a place readily accessible by each employee.

The document provided by the employer shall also identify the existence of a Union encouragement clause in this Award.

#### 11.3.2 *Union delegates*

- (a) Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.
- (b) The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

#### 11.3.3 *Deduction of union fees*

Where arrangements can be entered into, employers are encouraged to provide facilities for the deduction and remittance of Union fees for employees who signify in writing to their employer their desire to have such membership fees deducted from their wages.

Dated 25 March 2003.

By the Commission,  
[L.S.] E. EWALD,  
Industrial Registrar,

Operative Date: 16 June 2003